February 6, 2003

REQUEST FOR QUALIFICATIONS Traffic Engineering Technical Assistance Program Letter of Invitation

Dear Consultant:

The Metropolitan Transportation Commission (MTC) invites your firm to submit a Statement of Qualifications to provide technical assistance to Bay Area jurisdictions through the Traffic Engineering Technical Assistance Program (TETAP). Selected consultants will be expected to provide technical assistance to local jurisdictions for a broad range of projects aimed at improving safety and mobility along arterials in the Bay Area and promoting cooperation and collaboration across agency and modal boundaries.

MTC intends to enter into two-year contracts with three to five consultants selected through this Request for Qualifications (RFQ), with an option to renew for an additional two-year period, subject to availability of funding and the consultants' performance. During the first year of the contract, MTC will seek to divide projects and available funds approximately equally among the selected consultants. During the subsequent years of the contract, the assignment of projects will take into consideration the firms' performance in the first cycle, which may result in an uneven distribution of assignments and funds.

This letter, together with its enclosures, comprise the RFQ for this project. Responses to the RFQ should be submitted in accordance with the instructions set forth in this RFQ.

Proposers' Conference

A proposers' conference will be held at 10:00 a.m. on Thursday, February 19, 2003 at the 17th Floor Claremont Conference Room in Lake Merritt Plaza, 1999 Harrison Street in Oakland. Interested firms must attend the proposers' conference. After the proposers' conference, any addenda to this RFQ that may be issued by MTC will be posted at www.mtc.ca.gov/about mtc/doing biz/doingbiz.htm.

Statement of Qualifications Due Date

Interested firms must submit seven (7) copies of their Statement of Qualifications, in sealed envelopes, by 1:00 p.m., Thursday, March 4, 2004. *Statements of Qualifications received after that date and time will not be considered*.

MTC Contact

Statements of Qualifications (SOQs) and all inquiries relating to this RFQ should be submitted to the Project Manager at the address shown below. For telephone inquiries, call 510.817.3221 or e-mail catienza@mtc.ca.gov.

Christina Atienza, Project Manager MTC

Joseph P. Bort MetroCenter

101 Eighth Street

Oakland CA 94607-4700

Background

The Metropolitan Transportation Commission (MTC) was created by the State Legislature in 1970 to provide transportation planning for the nine-county San Francisco Bay Area. Started in 1993, the Traffic Engineering Technical Assistance Program (TETAP) has been an ongoing initiative under MTC's Arterial Operations Program, which supports efforts to improve the operations, safety, and management of the Bay Area's arterial network. Through TETAP, MTC retains consultants to provide technical assistance for traffic engineering projects that are defined by local agencies.

Starting in 2004, the focus of TETAP will be as follows:

- Safety analysis of safety issues and development of effective strategies to reduce collisions, injuries, and loss of life;
- **Mobility** development and implementation of strategies to decrease travel time in congested corridors, provide travelers with relatively consistent day-to-day travel times, and enhance travel alternatives; and,
- **System Integration** promotion of cooperation, collaboration, and communication across agency and modal boundaries.

The specific goals and objectives of TETAP are:

- 1. Enhance the safety of travelers along arterial roads.
 - Support projects that identify, address, or prevent safety deficiencies on arterial roads
 - Support projects that promote safety and mobility for the elderly and disabled
- 2. Improve the efficiency, reliability, and predictability of travel along arterial roads and the interface between arterial roads and freeways.
 - Support projects that increase the throughput of people
 - Support projects that decrease the number of cars on arterial roads
 - Support projects that make alternative modes of travel more efficient and convenient.
 - Support projects that reduce starts and stops
 - Support projects that minimize the impacts of incidents and special events

- Support projects that facilitate the orderly movement of traffic between freeways and arterial roads
- 3. Promote system integration.
 - Support projects that increase cooperation, collaboration, and communication across agency and modal boundaries
- 4. Provide fair, streamlined, and flexible program administration and project management.
 - Distribute program benefits throughout the region
 - Support projects that demonstrate a need for consultant expertise and/or assistance
 - Provide high-quality technical assistance in a cost-effective manner
 - Require local agency review of consultant deliverables
 - Use data on number of projects completed within schedule and budget to guide assignment of projects to consultants
 - Support a wide breadth of municipal traffic engineering needs

Funding of \$500,000 has been programmed for the first contract period consisting of two annual cycles.

Minimum Consultant Qualifications

The minimum consultant qualifications for the Program are:

- 1. Lead and key technical staff with applied knowledge of, and expertise in, the principles of traffic engineering, including but not limited to, traffic operations and safety, transit operations, non-motorized modes, and intelligent transportation systems (ITS).
- 2. Lead and key technical staff with experience in performing a wide variety of traffic engineering studies, including but not limited to: evaluations of traffic operations, traffic safety, transit operations, and before and after conditions; feasibility studies and conceptual designs; development of technical information for grant applications; technology evaluations; concepts of operations; and ITS studies.
- 3. Project manager with experience in successfully managing multiple small, quick turnaround projects for public agencies.
- 4. Project manager with eight (8) or more years of experience in the areas of expertise noted above and California Civil or Traffic Engineer registration; <u>and</u> technical staff with three (3) or more years of experience in the areas of areas of expertise noted above.

The following consultant qualifications are desirable, but not required in order for a consultant to be evaluated:

- Lead and technical staff located in the Bay Area with experience in working with Bay Area agencies.
- Lead staff with experience in managing successful multi-jurisdictional projects.
- Depth of staff resources to work on multiple projects at the same time.

Scope of Work, Schedule, and Budget

For the first annual cycle, each of the three to five firms selected for the Program will be assigned several projects. The consultant's scope of work, schedule, and budget will depend upon the

nature of the assistance required. Technical assistance will be required either for specific projects or on an on-call basis. Technical assistance for specific projects will generally include the following tasks, each associated with a formal deliverable: project start-up and preparation of the Detailed Workscope, Schedule, and Budget (DWSB); data collection; development of the draft report; and development of the final report. The scope of work for on-call services is expected to entail less formal responses to questions requiring technical expertise. *Appendix A*, Scope of Work, Schedule, and Budget, describes each of the tasks in detail for project-specific technical assistance. A sample request for assistance and detailed workscope, schedule, and budget are provided as *Appendices A-1 and A-2*. Additional requests for assistance and DWSBs, as well as project reports, are available for review in the MTC/ABAG library.

MTC will be soliciting requests for technical assistance from local jurisdictions in February 2004 for the first annual cycle, and will assign selected projects to consultants by the end of April 2004. Requests for on-call services will be accepted through late-October 2004 or until the funding has been expended, whichever comes first. It is intended that all work under the first annual cycle be completed by November 2004, though some projects may need to be completed earlier to meet deadlines for funding applications. Requests for on-call services are expected to be completed within two weeks of assignment. The schedule for the second annual cycle is intended to follow the same milestone months as the first annual cycle, but one year later.

For the initial year of the contract, project assignments will be based, to the extent possible, on project sponsor preferences, given MTC's intention of distributing the work and funding fairly equally among the selected consultants. Project assignment in the second year of the contract will reflect sponsor preference and the consultant's performance in the prior year.

The maximum budget for work resulting from this RFQ is \$500,000 over the two-year contract period. It is anticipated that \$250,000 in work will be assigned each year. The maximum budget for a project is \$30,000. The funding for on-call service requests is \$25,000 per year. The maximum budget for an on-call service request is sixteen (16) hours or \$2,000 of consultant assistance, whichever is less. The budget for each project and each on-call request will be determined by MTC. For projects, budgets may be modified after the scope of work is finalized. The budget for each project and each on-call request shall include all direct and indirect costs. Consultants will be paid directly by MTC using a deliverable-based schedule. No funds are currently budgeted for the two-year optional extension.

Disadvantaged Business Enterprise (DBE) Requirement

It is the policy of MTC to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which DBEs can compete fairly for contracts and subcontracts relating the its contracting activities, consistent with the DBE regulations issued by the Department of Transportation (DOT) on March 4, 1999 (49 Code of Federal Regulations Part 26), which apply to this RFQ.

MTC has established a 5.75 percent overall annual goal for Federal Highway Administration (FHWA)-funded projects awarded in FY 2003/04. While no specific DBE goal will apply to this RFQ or the resulting contract, DBE firms are encouraged to submit SOQs and respondents are encouraged to utilize DBE firms as subcontractors for any proposed subcontracts. For a list of potential DBE subcontractors, please contact DBE liaison officer, Teri L. Green, at 510-464-

7750 or email at tgreen@mtc.ca.gov.

The DOT DBE regulations require MTC to obtain information on potential consultants and subconsultants (DBE and non-DBE) from its prime contractor respondents. Respondents are also required to document their activities in the solicitation and selection of subconsultants (see *Appendix D-3*, *Subcontractor Information Form*). All respondents to this RFQ must submit a completed <u>Subcontractor Information Form</u> in order to be awarded a contract.

Form of Statement of Qualification

Sections that should be included in each SOQ are described below. Page limits, where specified, are for single-sided print. Proposers are encouraged to print double-sided copies to save paper.

- 1. A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm. The transmittal letter should refer to this RFQ by title and date and should include the name and telephone number of a contact person and a statement that the SOQ is a firm offer to enter into a contract with MTC according to the terms of this RFQ for 90 days following its submission. If the firm or proposed subconsultant is a DBE certified by MTC, Caltrans, or a Bay Area transit operator, such certification should be referenced. (Suggested Page Limit 2)
- 2. A brief company profile and summary of the firm's qualifications in relation to the Program. The company profile should include: a brief history of the firm, office locations, size of the firm, services offered and areas of expertise that are relevant to the Program, and number of local and out-of-region (listed separately) traffic engineers in the firm who would be available to work on projects. The summary of the firm's qualifications should address each of the minimum qualifications described above. (Suggested Page Limit 5)
- 3. Descriptions of relevant projects done within the past four years by the lead staff person and technical support staff proposed for the program. The description should include the following:
 - Project name
 - Project category, viz. traffic operations, traffic safety and accessibility, transit operations, non-motorized modes, ITS, etc.; project sub-category, e.g. traffic signal timing and coordination, roundabouts, ramp metering, etc. under the traffic operations category; and project type, viz. operations, analysis/evaluation, planning. (Operations projects that resulted in immediate improvements or easy-to-implement recommendations, e.g. localized traffic calming; Analysis/Evaluation projects that analyzed problems or developed and evaluated strategies, e.g. collisions analyses, before and after studies, technical information for grant applications; Planning projects that resulted in recommendations that were more challenging to implement or whose benefits may take time to be realized, e.g. signal system upgrades, smart corridor concepts of operations)
 - One paragraph description of the purpose of the project and the firm's scope of work

- Duration of project (e.g. 6 months) and year of completion
- Client agency and other participating agencies
- Consultant's fee for the project
- Who, of the staff proposed for the Program, worked on the project and their role
- 4. An organizational chart and summary qualifications of the lead, technical support, and technical expert staff proposed for the Program, their availability, and the location of the office out of which they do most of their work. Staff who are proposed to contribute the majority of work hours should be highlighted on the organizational chart. Staff qualifications should include: a one-paragraph description of relevant experience, proposed role, length of work experience, and, for the lead and technical expert staff only, areas of expertise. Availability should be expressed in percentage. Resumes may be included as an appendix. (Suggested Page Limit for Resumes 2 per person)
- 5. Descriptions of the firm or project manager's approach to managing projects and personnel, and maintaining quality control for simultaneous, multiple small, quick-turnaround projects; and three references who can attest to key staff's experience in performing work substantially similar to the services covered by this RFQ. References should include contact information and the name of the project or projects done by the consultant for that client. Letters of endorsements may be included as an appendix. (Suggested Page Limit 2, not including letters of endorsement)
- 6. One sample of a written report prepared by the project manager. The sample report should be similar to a report that the consultant would be requested to prepare under this RFQ. Only one copy of the report, under separate cover, should be provided. This requirement is waived for consultant project managers who have performed traffic signal coordination work under MTC's Traffic Engineering Technical Assistance Program (TETAP) within the last four years.
- 7. A signed California Levine Act statement (*Appendix B*) and signed federally-required certifications related to lobbying, debarment, and subcontractor information (*Appendices D*).
- 8. A copy of a current Disadvantaged Business Enterprise (DBE) certification, if your firm is a DBE.
- 9. SEPARATE SEALED ENVELOPE: A description of the consultant's hourly rates. Rates shall include all direct and indirect costs.

Evaluation Factors

MTC staff will conduct an initial screening of all SOQs received by the above deadline to determine whether the minimum qualifications have been met. The SOQs of qualified firms or teams (plus any firms or teams whose minimum qualifications require additional review, in the opinion of MTC staff) will be reviewed by an evaluation panel consisting of staff from MTC and other public agencies based on the following criteria, in relative order of importance:

- Demonstrated ability, based on firm experience and the specific experience of the project manager and proposed team, to provide technical assistance for a broad range of traffic engineering subject areas (viz. traffic operations, traffic safety, transit operations, non-motorized modes, and ITS) and project types (viz. operations, analysis/evaluation, and planning);
- Demonstrated ability, based on the firm or project manager's approach to project management and quality control/quality assurance, to successfully manage multiple small, quick turnaround projects for public agencies;
- Demonstrated availability and depth, within the firm, of specialized expertise in any of above traffic engineering subject areas and project types;
- Local presence and familiarity of key staff with Bay Area agencies;
- Lead staff's experience with multi-agency projects;
- Depth of staff resources to work on multiple projects at the same time; and,
- Writing ability.

The panel members will evaluate written SOQs to develop a "short list" of firms to be considered for selection. Oral interviews may be held with short-listed firms, and references may be contacted for any or all of the short-listed firms. References, including past performance on TETAP or other projects done by the firm for the selection panel members, if applicable, may be considered in the panel's evaluation. The short-listed firms will then be ranked and the ranking will be forwarded to the MTC Executive Director. If the Executive Director agrees with the panel's recommended ranking, the recommendation will be forwarded to the MTC Administration Committee, with a request that staff be authorized to negotiate with the top ranked firms.

Firms' hourly rates will not be a factor in the evaluation. However, MTC reserves the right, after the firms have been ranked, to decline to enter into a contract with a firm whose rates are unreasonable in MTC's sole discretion.

MTC reserves the right to select consultants based solely on written qualifications and not convene oral interviews. Further, MTC reserves the right to accept or reject any and all SOQs submitted, to waive minor irregularities in SOQs, and to request additional information from the consultants. Any awards made will be to firms whose qualifications are best suited to the Program and most advantageous to MTC, based on the evaluation criteria outlined above.

Consultant Selection Timetable

Proposers' Conference, Lake Merritt Plaza. 10:00 a.m., Thursday, February 19, 2004 17th Floor, Claremont Conference Room, 1999 Harrison Street, Oakland

Closing date and time for receipt of Statements 1:00 p.m., Thursday, March 4, 2004

of Qualifications at MTC

Thursday, March 18, 2004 Interviews, if held, MetroCenter, 3rd Floor Staff

Conference Room, 101 Eighth Street, Oakland

Wednesday, April 14, 2004 MTC Administration Committee Review

April 23, 2004 (approximate) Execution of contracts

Selection Disputes

A firm submitting or intending to submit an SOQ may object to a provision of the RFQ on the foundation that it is arbitrary, biased or discriminatory, or to the selection of a particular consultant on the grounds that MTC procedures, the provisions of the RFQ or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) no later than one week prior to the date SOQs are due, for objections to RFQ provisions; or
- 2) within three working days after the date on which contract negotiation and award is authorized by the MTC Administration Committee or the date the firm is notified that it was not selected, whichever is later, for objections to consultant selection.

Except with regard to initial determinations of failure to meet the minimum qualifications, the evaluation record shall remain confidential until the MTC Administration Committee authorizes award.

Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by MTC's Administration Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the Respondent wish to appeal the decision of the Executive Director, it may file a written appeal with the MTC Administration Committee, no less than three (3) working days after receipt of the written response from the Executive Director. The Administration Committee's decision will be the final agency decision.

General Conditions

MTC will not reimburse any firm for costs related to preparing and submitting a Statement of Qualifications.

Materials submitted by respondents and evaluated by MTC are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*) after the Administration Committee authorizes negotiation of a contract(s).

MTC reserves the right in its sole discretion not to enter into any contract as a result of this RFQ.

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix C*. If a consultant wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be specified in the SOQ. If no such change is requested, the consultant will be deemed to accept MTC's standard contract provisions. In addition, the Program will be funded in part with federal funds. Federal required contract provisions are included in *Appendix D*.

The selected consultants will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix C*, including professional liability insurance in the amount of \$1,000,000. Each policy or policies shall include MTC and <u>all client jurisdictions</u> as additional insureds and an endorsement providing that such insurance is primary insurance and no insurance of MTC <u>or any client jurisdiction</u> will be called on to contribute to a loss. Requests to change MTC's insurance requirements must be brought to MTC's attention no later than the date for protesting RFQ provisions (one week prior to the due date set for receipt of SOQs). If such objections are not brought to MTC's attention consistent with the protest provisions of this RFQ, compliance with the insurance requirements will be assumed.

The selected consultants will be required to indemnify, defend and hold harmless MTC and <u>all</u> <u>client jurisdictions</u>, as described in Appendix C.

Authority to Commit MTC

Based on the recommendation of the selection panel, the Executive Director of MTC will recommend consultants to the MTC Administration Committee, which will commit to the negotiation of contracts with the top ranked firms and to the expenditure of funds in connection with this RFQ.

We appreciate your interest in this RFQ and look forward to receiving your statements of qualifications.

Sincerely,

Ann Flemer Deputy Director, Operations

APPENDIX A SCOPE OF WORK, SCHEDULE, AND BUDGET

MTC expects to hire three to five traffic engineering firms to provide services under the Traffic Engineering Technical Assistance Program (TETAP). The selected firms will be called upon to assist participating jurisdictions on small traffic engineering projects aimed at improving safety and mobility along arterials and enhancing system integration.

Given the range of traffic engineering needs in the Bay Area, it is impossible to exactly specify the services that will be needed. Safety, mobility, or system integration projects may fall within one of three categories: operations, analysis/evaluation, and planning. Under these categories, work types could include feasibility studies, before-and-after evaluations, traffic operations evaluations, technical information for grant applications, concepts of operations, transit operations evaluations, traffic safety evaluations, technology comparisons, circulation studies, ITS studies, or some combination of these.

SCOPE OF WORK

While specific requirements will be unique to each project, the following tasks shall be uniform across all projects that require technical assistance in excess of 16 hours of \$2,000, whichever is less.

1. Project Start-Up

- 1.1 <u>Project Kick-Off Meeting</u> CONSULTANT will schedule a meeting with the project sponsor, other involved agencies, and MTC Project Manager or designated representative to kick-off the project; establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project.
- 1.2 Preparation of Detailed Workscope, Schedule, and Budget CONSULTANT will prepare a detailed workscope, schedule, and budget (DWSB) for each project for review and approval by the project sponsor, other involved agencies, and MTC Project Manager. The DWSB shall contain CONSULTANT's understanding of the project; a detailed description of the scope of services that CONSULTANT will render, including what and when new data are to be collected; the schedule for project completion; an estimate of the level of effort for each task; and the budget. CONSULTANT will finalize the DWSB based on comments received from all reviewing agencies.

Deliverable 1: Final Detailed Workscope, Schedule, and Budget

2. Data Collection

CONSULTANT will collect all available, pertinent existing conditions data from the project sponsor, other involved agencies, and/or the field, if applicable. CONSULTANT will prepare

and submit to the project sponsor and MTC Project Manager a summary of the results of CONSULTANT's data collection efforts, once they have been completed.

Deliverable 2: Project Data Memo

3. Development of Draft Report

CONSULTANT will prepare a draft technical report (or technical memorandum for projects under \$10,000), including appropriate graphics, for review by the project sponsor, other involved agencies, and the MTC Project Manager. The draft report should include the analysis of existing conditions and alternatives, and preliminary findings and recommendations.

Deliverable 3: Draft Report or Draft Technical Memorandum

4. Development of Final Report

CONSULTANT will revise the draft report per comments from the project sponsor, other involved agencies, and MTC Project Manager.

Deliverable 4: Final Report or Final Technical Memorandum

The scope of work for TETAP On-Call Services projects, which require less than 16 hours or \$2,000 of technical assistance, will be determined based upon the request for assistance. It is expected that formal deliverables will not be required.

SCHEDULE

The expected schedule is as follows. The schedule will be finalized at the kick-off meeting. Deviations from the final schedule will require approval from the MTC Project Manager or designated representative.

	Task	2004 and 2005 Cycles
1.	Project Start-Up	
	Kick-Off Meetings	Late April to May
	Detailed Workscope, Schedule, and Budget	Mid-May to Late June
2.	Data Collection	July to September
3.	Draft Report	September to October
4.	Final Report	November

TETAP On-Call Service requests shall be completed within two weeks of assignment.

BUDGET

The maximum budget for a project is \$30,000. A preliminary budget will be determined by MTC upon assignment of the project to CONSULTANT. The budget will be finalized following

the project kick-off meeting. Deviations from the final budget will require approval from the MTC Project Manager or designated representative. CONSULTANT will be paid by deliverable based on the following payment schedule.

Deliverable	Payment
Detailed Workscope, Schedule, and Budget	10%
Data Collection Memo	30%
3. Draft Report or Technical Memorandum	40%
4. Final Report or Technical Memorandum	20%
On-Call Service	100% upon completion

APPENDIX A-1 SAMPLE REQUEST FOR ASSISTANCE



Development and Eurironmental Services Department 29550 Liberty Street, P.C. Box 5006, Fremant, CA 94537-5066 www.ci.fremant.ca.us

October 31, 2002

Christina Atienza Mctropolitan Transportation Commission Joseph P. Bort MetroConter 101 Eight Street Oakland, CA 94607-4700

Subject: Letter of Interest - Traffic Engineering Technical Assistance Program

(TETAP)

Dear Ms. Atienza:

This letter expresses the City of Fremont's interest in participating in this year's TBTAP program. The goal of our project is to improve the operations and safety at the intersection of Perulta Boulevard / Dusterberry Way by evaluating the feasibility of a roundabout to replace the existing traffic signal. We believe the installation of a roundabout at this location will improve traffic flow, reduce vehicle emissions, and enhance traffic safety. We seek the assistance of your TETAP consistant to conduct a thorough evaluation and analysis to determine the feasibility of a roundabout at this intersection.

BACKGROUND

Adjacent to residential and light commercial land use, the signalized intersection of Peralta Boulevard / Dusterberry Way is owned and operated by the City of Fremont since October 1981. The alignment is predominately flat, however, with offsetting approaches has resulted with a non-typical operation of exclusive split phasing for each of the four approaches (see sitteched aerial and signal plan). Initial field observations indicate low vehicular traffic, which may prove the need for a traffic signal otherwise. It should also be noted that City staff has received numerous complaints regarding signal timing and other related traffic issues at the project location that may be mitigated by a traffic roundabout.

The City desires to efficiently control this intersection by means other than a traffic signal in hopes of improving traffic flow, reducing vehicle emissions, and enhancing traffic safety. Situated in a classified redevelopment area, a traffic roundabout may provide an aesthetic asset at the project intersection where a neighborhood park is planned to be developed in the near future.



Ms. Chrotica Atlenza October 8, 2002. Page 2

SCOPE OF PROJECT

The scope of the project will casentially encompass the evaluation of the current operations of the signalized intersection and seek recommondation of whether the installation of truffic roundabout is feasible and a more viable and efficient means of traffic control at the intersection.

It is anticipated the scope of work will include:

- Meet with City of Fremont staff to discuss project goals, issues and objectives.
- Conduct field observations of current traffic operations at the project intersection particularly during the AM and PM peak periods.
- Conduct vehicular and pedestrian turning movement counts and 24-Hour ADT approach tube counts.
- Perform truffic signal warrant analysis to verify a traffic signal is still warranted at the project intersection.
- Perform intersection analysis using asSIDRA or equivalent analysis software.
- Develop three (3) conceptual design plans/layout for project intersection with roundabout and/or like traffic control device.
- · Prepare draft and final report.

The City will provide the following information and services to the consultant:

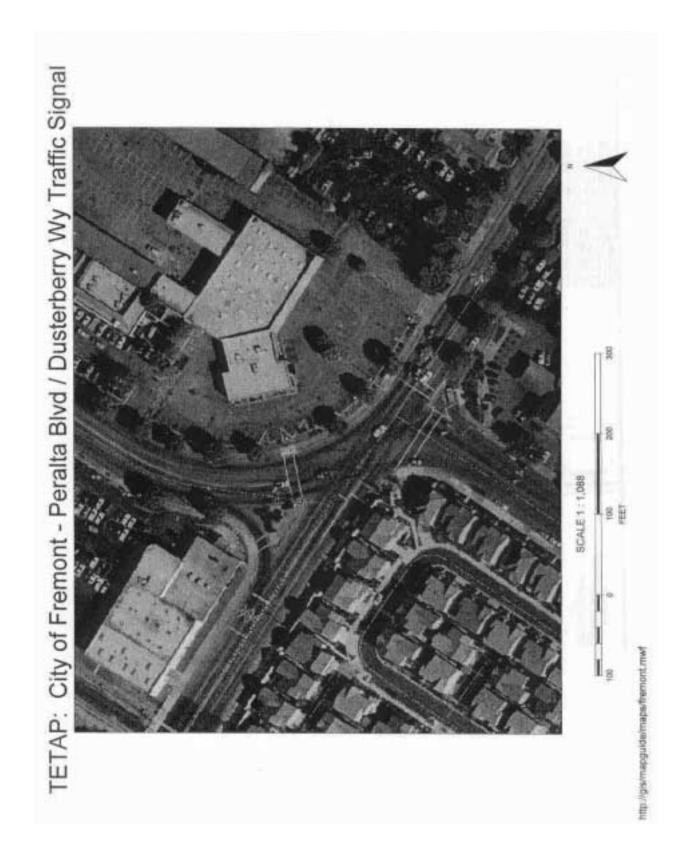
- · Existing traffic signal plans of the project intersection.
- · Existing signal timing shoots (local controller settings, phase sequence, etc.).
- · Aerial map of the project intersection.
- Stoff input during the entire project and timely review and response to all submittals made by the consultant.

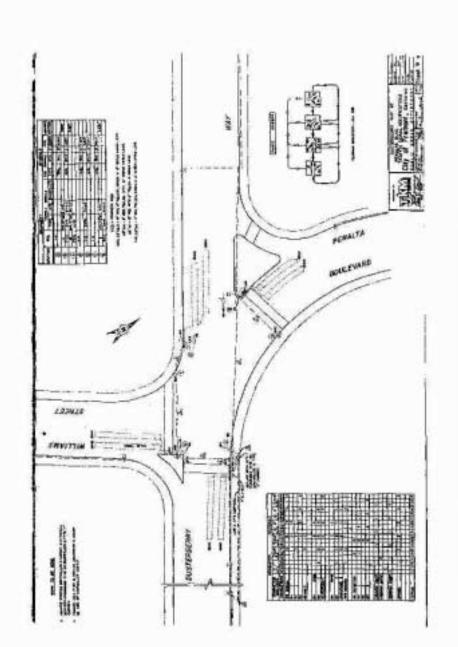
We anticipate consultant services for the above-mentioned scope of work will be approximately \$13,000 and request that MTC fund this project. Your consideration of this project is greatly appreciated. If you have any questions or need additional information, please feel free to contact me at (510) 494-4484 or by email at dhuynh@ci.fremont.ca.us.

Sincerely, City of Fremont

Savior Transportation I

Senior Transportation Engineer





TETAP: City of Fremont - Perulta Bivd / Dusterberry Way Tradio Signal

APPENDIX A-2 SAMPLE DETAILED WORKSCOPE, SCHEDULE, AND BUDGET

Project Understanding

The City of Fremont received a TETAP grant to prepare a feasibility study of a modern roundabout as a potential replacement of an existing traffic signal. The current intersection, at Peralta Boulevard and Dusterberry Way, has offset approaches on Peralta that require exclusive split phasing for each of the four approaches. Low traffic volumes may no longer warrant the traffic signal which results in frequent citizen complaints regarding its operation. Adjacent to the intersection, the City owns a large parcel of land that is planned for a future park. Right-of-way may be available on this parcel if intersection realignment is needed for a roundabout. This project will verify if the traffic signal is still warranted (based on traffic volumes) and evaluate the feasibility of replacing the signal with a roundabout. Two concept designs for the roundabout will be prepared in AutoCAD and operations will be evaluated using aaSidra.

Scope of Services

Based on the Scope of Services outlined in the TETAP funding request letter and discussions with the City of Fremont staff, we have prepared the following scope of services to conduct the study.

Task 1 - Development of Workscope, Schedule, and Budget

CONSULTANT will develop a workscope, schedule, and budget based on the TETAP grant submittal letter and comments by the City of Fremont. CONSULTANT will submit a Draft workscope, schedule, and budget and a Final workscope, schedule, and budget based on comments from the City of Fremont and the Metropolitan Transportation Commission (MTC).

Task 2 - Project Coordination and Kickoff

CONSULTANT attended an initial meeting with the City of Fremont and MTC to review and finalize the scope of services and project schedule, and discuss project goals. Some of the issues discussed are as follows:

- Project goals
- Impetus for the project
- Improvement options
- Considerations for pedestrians and bicycles
- Design vehicles
- Existing project area conditions
- Planned project area conditions
- Available traffic data and aerial photography

One additional meeting is included in the scope of services.

Task 3 - Field Review

CONSULTANT will conduct a field review to observe existing traffic, bicycle, and pedestrian activity at the intersection. A maximum of 7 hours will be dedicated to this task.

Task 4 - Data Collection

CONSULTANT will collect AM and PM peak turning movement counts at the intersection. The counts will include traffic, bicycle, and pedestrian movements. Counts will be collected for two-hour periods at 15-minute intervals during the following times:

- AM Peak 7:00 AM to 9:00 AM
- PM Peak 4:00 PM to 6:00 PM

Traffic counts will be collected on a Tuesday, Wednesday, or Thursday. Traffic counts will not be collected on holidays or during abnormal weather conditions, on school breaks, or periods of construction at the intersection.

In addition, 24-hour tube counts will be collected for each approach to the intersection and will be used to verify traffic signal warrants.

The City of Fremont will provide the following data to CONSULTANT for the evaluation:

- Bicycle Master Plan data regarding existing and planned bikeway facilities in the project vicinity
- Confirmation on the size and type of the design vehicle (it is currently assumed to be a City fire truck)
- Future year traffic forecasts at the project intersection (if available)
- Conceptual site map of the planned park and potential access points (if available)
- Right-of-way mapping and digital aerial photos of the project intersection

Task 5 – Data Evaluation and Recommendations

CONSULTANT will review and evaluate the field and other traffic information. CONSULTANT will verify whether the traffic signal satisfies Caltrans warrants. CONSULTANT will prepare two concept designs for a modern roundabout at the intersection. Designs will be prepared in AutoCAD 2000. Concept designs will include considerations for pedestrian and bicycle movements and size the roundabout to meet the turning requirements of the designated design vehicle. Concept designs will also focus on alternatives that reduce current intersection inefficiencies and provide an aesthetic focus for the community and future park. Traffic operations of the roundabout options will be evaluated using aaSidra.

If aaSidra analysis indicates that the roundabout will not satisfy the operational needs of the intersection, other design alternatives will be recommended.

CONSULTANT will meet with City of Fremont to discuss the alternatives and related operational analyses.

Order of magnitude cost estimates will be developed for potential solutions to be suitable for development of grant applications.

The results of our evaluation will be summarized in a report to the City of Fremont.

Task 6 – Draft and Final Report

A report summarizing our findings and recommendations will be will be prepared and submitted for review and comment by the City of Fremont and MTC. Based on the agency comments, a revised report will be prepared and submitted.

Schedule

CONSULTANT will provide the services in accordance with the following schedule:

Task/Deliverable	Completion Date
Initial Meeting	December 27, 2002
Draft Workscope, Schedule, and Budget (DWSB)	January 13, 2003
Final Workscope, Schedule, and Budget	2 days after review
Field Review	January 24, 2003
Data Collection	January 31, 2003
Data Evaluation and Recommendations	February 28, 2003
Meeting to Review Concepts and Evaluation	March 14, 2003
Results	
Draft Report	March 31, 2003
Estimated Agency Review Period	3 weeks (April 22, 2003)
Final Report	May 6, 2003

The schedule is based on the assumption that traffic data and the review of the draft report and the final report will be provided in a timely manner. Per the MTC TETAP Consultant Agreement, this project must be completed by June 30, 2003. Furthermore, revised/final deliverables will be approved by MTC after 30 days of draft submittals. Any changes and extensions shall require approval by the MTC Project Manager or designee.

Level of Effort

<u>Task</u>	Project	Senior	Analyst	Clerical	Total
	Manager	Engineer			
Workscope, Budget, and Schedule	1	4			5
Project Coordination and Meetings	4	1		4	9
Field Review	1	6			7
Data Collection	1	2	3		6
Data Evaluation and	1	8	24		33
Recommendations					
Draft Report	1	6	2	2	11
Final Report	1	2	1	1	5
TOTAL	10	29	30	7	76

Budget

CONSULTANT will perform the services for \$10,000 with payment due by deliverable as follows:

Deliverable	Amount	
	Due	
Workscope, Schedule, and Budget	\$3000	
Draft Report	\$3000	
Final Report	\$4000	

APPENDIX B CALIFORNIA LEVINE ACT STATEMENT

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC	's commissioners include:		
	Tom Ammiano Tom Azumbrado James T. Beall, Jr. Irma L. Anderson Mark DeSaulnier Bill Dodd Dorene M. Giacopini	Scott Haggerty Barbara Kaufman Steve Kinsey Sue Lempert John McLemore Michael D. Nevin	Jon Rubin Bijan Sartipi James P. Spering Pamela Torliatt Sharon Wright Shelia Young
1.		•	
2.	Do you or your company,	or any agency on behalf of you or you tions of more than \$250 to any MTC of the contract?	
your f		questions above does not preclude Made the identified commissioner(s) from	
	DATE	(SIGNATURE OF AI	UTHORIZED OFFICIAL)
		(TYPE OR WRITE APP	ROPRIATE NAME, TITLE)
		(TYPE OR WRITE	NAME OF COMPANY)

APPENDIX C SYNOPSIS OF PROVISIONS IN MTC'S STANDARD CONSULTANT AGREEMENT

In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. A copy of MTC's standard agreement may be obtained from the Project Manager for this RFQ.

<u>Termination</u>: MTC may, at any time, terminate the Agreement upon written notice to Consultant. Upon termination, MTC will reimburse the Consultant for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Consultant. If the Consultant fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice, and the Consultant is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: You agree to obtain and maintain at your own expense the following types of insurance for the duration of this agreement: (1) Worker's Compensation Insurance, as required by the law, and Employer's Liability Insurance in an amount no less than \$1,000,000; (2) Commercial General Liability Insurance with a combined single limit of not less than \$1,000,000 for injury to any one person and for any one occurrence and \$2,000,000 general aggregate applying separately to this project; (3) Automobile Liability Insurance in an amount no less than \$1,000,000; and (4) Errors and Omissions Insurance in the amount of \$1,000,000. The Commercial General Liability Insurance policy shall contain an endorsement to include MTC, its Commissioners, officers, representatives, agents and employees and all client jurisdictions as additional insureds and to specify that such insurance is primary and that no MTC or client jurisdiction insurance will be called on to contribute to a loss. Certificates of insurance verifying the coverages and the required endorsements and signed by an authorized representative of the insurer must be delivered to MTC prior to issuance of any payment under the Agreement by MTC.

<u>Independent Contractor</u>: Consultant is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Consultant shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

<u>Indemnification</u>: The selected consultants will be required to indemnify and hold harmless MTC and all client jurisdictions from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omissions of the consultants; and, at their own cost, expense, and risk, to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC and all client jurisdictions, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

The indemnification obligation shall not apply to liability arising from and caused by the adjudicated or admitted negligence or willful misconduct of MTC or any client jurisdictions. If the adjudicated or admitted negligence or willful misconduct of MTC or any of the client jurisdictions contributes to a loss, the consultant shall not be obligated to indemnify such indemnitee for the proportionate share of such loss caused by such negligence or willful misconduct.

<u>Data Furnished by MTC</u>: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Consultant by MTC for use by the Consultant in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Consultant's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Consultant in the context of the Project shall be the property of MTC.

Ownership of Work Product: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("Work Product") written or produced by the Consultant under this Agreement and provided to MTC as a deliverable shall be the property of MTC. Consultant will be required to assign all rights in copyright to such Work Product to MTC.

<u>Personnel and Level of Effort</u>: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

<u>Subcontracts</u>: No subcontracting of any or all of the services to be provided by Consultant shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

<u>Consultant's Records</u>: Consultant shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Consultant for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

<u>Prohibited Interest</u>: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Consultant may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The agreement shall be governed by the laws of the State of California.

APPENDIX D DEPARTMENT OF TRANSPORTATION REQUIREMENTS

- 1. <u>Equal Employment Opportunity</u>. Consultant shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Consultant non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Consultant may also be declared ineligible for further contracts with MTC.
- 2. <u>Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.</u>
 A. <u>Policy.</u> It is the policy of MTC to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities. In connection with the performance of this Agreement, Consultant will cooperate with MTC in meeting these commitments and objectives.
 - B. <u>Obligation of Consultant.</u> Consultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Consultant to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
 - C. <u>Prompt Payment of Subcontractors.</u> Pursuant to Title 48 C.F.R. Section 26.29, the U.S. DOT's Disadvantaged Business Enterprise (DBE) regulation, Consultant shall pay all subcontractors for work for which Consultant has been paid by MTC and for which the subcontractor has submitted an invoice no later than 30 days from receipt of such invoice or as soon thereafter as is reasonably feasible. Any retainage withheld from such payments shall be provided to the subcontractor within 30 days of satisfactory completion of the subcontractor's work, or as soon thereafter as is reasonably feasible.
- 3. <u>Title VI of Civil Rights Act of 1964</u>. Consultant agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
- 4. <u>Debarment</u>. In contracts over \$100,000, Consultant is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$100,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
- 5. <u>Audit and Inspection of Records</u>. Consultant shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration

(FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Consultant relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

- 6. <u>Subcontracts</u>. Consultant must include all provisions of the Agreement, modified only to show the particular contractual relationship, in all its contracts over \$25,000 connected with carrying out its agreement, except contracts for standard commercial supplies of raw materials.
- 7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Consultant, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.
- 8. <u>Identification of Documents</u>. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:
 - The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.
- 9. <u>Rights in Data</u>. The Federal Government reserves certain rights, including patent rights and the right to use copyrighted materials, in all data and materials produced with federal funds.
- 10. <u>State Energy Conservation Plan</u>. Consultant shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).
- 11. <u>Clean Air and Water Pollution Act</u>. Consultant agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12. <u>Restrictions on Lobbying</u>. In agreements over \$100,000, Consultant is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Third Party Contracts and Subcontracts over \$100,000)

Instructions for Certification:

- 1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which

- it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.
- 8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(1) The prospective lower tier participant certifies, by submission of this bid or proposal that neither it nor its "principals" [as defined at 49 CFR Section 29.105(p)] is presently debarred suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.				
. ,	e lower tier participant is unable to certify to the statements in e participant shall attach an explanation to this proposal.			
Date	(signature of authorized official)			
	(type/print name and title)			

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I,		hereby certify o	on behalf of	that:
	(name and title of grantee office	rial)	(name of grantee	(1)
1.	undersigned, to any person employee of any agency, a an employee of a Member of contract, the making of any into of any cooperative agree	for influencing or att Member of Congress of Congress in connec Federal grant, the management, and the extern	r will be paid, by or on behalf of empting to influence an officer of, an officer or employee of Congction with the awarding of any Feaking of any Federal loan, the entition, continuation, renewal, amedian, or cooperative agreement.	or ress, or ederal tering
2.	person for influencing or at Member of Congress, an of of Congress in connection	tempting to influence fficer or employee of with this Federal cont I shall complete and s	ds have been paid or will be paid e an officer or employee of any age Congress, or an employee of a Maract, grant, loan, or cooperative submit Standard Form-LLL, "Distinstructions.	gency, a Iember
3.	award documents for all su	bawards at all tiers (in s., and cooperative ag	of this certification be included including subcontracts, subgrants greements) and that all subrecipies	, and
traı ma per	nsaction was made or entered in king or entering into this transac	to. Submission of the ction imposed by Sec d certification shall b	on which reliance is placed when is certification is a prerequisite for tion 1352, Title 31, U.S. Code. As a subject to a civil penalty of not are.	or Any
Exe	ecuted this day of	, 20	001.	
	Ву	(signat	ture of authorized official)	
	_	(title	e of authorized official)	

APPENDIX D-3 Subcontractor Information Form

Name of Respondent:		Project Description:		
Address:		Project Manager:		
Address:				
Certified DBE Status: Yes No:				
Firms Contacted as Potential Subcontractors (Include firms that initiated contact) (Name/Address/Contact/Phone)	If Certified DBE, certifying agency/date	Description of Firm's area of specialty.	Indicate if Firm initiated contact.	
1.				
2.				
3.				
4.				
(Attach extra sheets as needed) I CERTIFY that the information included on this Form is complete and true.				
Name: Signature	Title: Date:			

$\frac{\text{REQUEST FOR QUALIFICATIONS/}}{\text{APPROVAL SHEET}}$

MTC				
PROJECT TITLE:	Traffic Engineering Technical Assistance Program (TETAP)			
FISCAL YEAR(S):	2003/04 to 2004/05	WORK ITEM #:	1234	
BUDGET AMOUNT:	\$564,780	FUNDING SOURCE:	STP (\$500,000) +	
			TDA (\$64,780)	
ADDENDUM NO.:				
REVIEW COMMITTEE: (MTC Admin./SAFE Operations/BATA Oversig	MTC Admin	APPROVAL DATE:	April 14, 2004	
Office of the Gene signature sheet wi	eral Counsel with a copy of th a copy of the RFP/RFQ/ Ps circulated in-house for	or signs the RFP/RFQ/SOQ, j the final RFP/RFQ/SOQ, and SOQ in the project files. This review and approval. EVIEW LIST	for keeping this	
Project Manager:		Date:		
	Christina Atienza			
Section Manager:		Date:		
	Rod McMillan			
Work Program		Date:		
Coordinator:	Sara MacKusick ¹			
DBE Liaison:		Date:		
(Federal funding only)	Teri Green			
Office of the General		Date:		
Counsel:	Melanie J. Morgan/Cyn	thia Segal		
		Date:		
Deputy Director:	Ann Flemer ³			

¹ Work Program Coordinator signature not needed where RFQ not intended to select a consultant for a particular project. ³ Reviews all procurements from all sections.